

5-5-1961

Southern Airways, Inc to Mr. J. Silver

Southern Airways, Inc.

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Atlanta Airport, Atlanta, Ga., U.S.A.

PASSENGER TICKET
AND BAGGAGE CHECK
PASSENGER COUPON

038:4

:284:107

COMPLETE ROUTING THIS TICKET AND

CONJUNCTION TICKET(S)

DATE AND PLACE OF ISSUE
OF THIS TICKET

ORIGIN

Form

Serial

DESTINATION

Form

Serial

ISSUED IN EXCHANGE FOR

DATE AND PLACE OF ORIGINAL ISSUE

Form 92-6 Serial

ACCT. DEPT. USE ONLY

ENDORSEMENTS

BAGGAGE

VALID

NOT GOOD FOR PASSAGE

EARE

AGENT

**FREE
ALLOW**

Checked	
Pcs.	Wt.
1	1.00
2	2.00
3	3.00
4	4.00
5	5.00
6	6.00
7	7.00
8	8.00
9	9.00
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90	90.00
91	91.00
92	92.00
93	93.00
94	94.00
95	95.00
96	96.00
97	97.00
98	98.00
99	99.00
100	100.00

Uncle'd
July

UNTIL

FROM

CLASS / BASS

VIA
CARRIER

FLIGHT
Number

DATE _____

TIME

RES
STATUS

FARE 126.00

EQUIVALENT AMOUNT PAID
TAX

TOTAL	100.00
-------	--------

NAME OF PASSENGER

FORM OF PAYMENT

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

CONDITIONS OF CONTRACT

(1.3) As used in this contract, "ticket" means "Passenger Ticket and Baggage Check", "carriage" is equivalent to "transportation", and "carrier" includes the air carrier issuing this ticket and all its carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage; "damage" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

(1.5) (a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 (hereinafter called "the Convention") unless such carriage is not "international carriage" as defined by the Convention. (See carrier's tariffs, conditions of carriage for such definition). Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth in this ticket and any connection ticket issued herewith, or as shown in carrier's timetables as scheduled stopping places on the passenger's route.

(b) To the extent not in conflict with the foregoing, all carriage hereunder and other services performed by each carrier are subject to (i) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements, (ii) provisions hereto set forth, (iii) applicable tariffs, and (iv) except in transportation between a place in the United States and any place outside thereof, and also between a place in Canada and any place outside thereof, conditions of carriage, regulations and timetables (but not the time of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.

(2) Unless expressly so provided, nothing herein contained shall waive any limitation of liability of carrier existing under the Convention or applicable laws.

(3) Insofar as any provision contained or referred to herein may be contrary to a law, government regulation, order or requirement, which severally cannot be waived by agreement of the parties, such provision shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not affect any other part.

(4) Subject to the foregoing: (a) Liability of carrier for damages shall be limited to occurrences on its own line, except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent. (b) Carrier is not liable for damage to passenger or unchecked baggage unless such damage is caused by the negligence of carrier. (c) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirements, or from failure of passenger to comply with same. (d) Any liability of carrier is limited to 100 French gold francs (consisting of 84 1/2 milligrams of gold with a fineness of nine hundred thousandths) or its equivalent per kilogram in the case of checked baggage, and 5,000 such French gold francs or its equivalent per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to carrier's tariffs or regulations. In that event the liability of car-

rier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

(5) Any extension or limitation of liability of carrier under these conditions shall apply to agents, servants or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by carrier for carriage and his agents, servants or representatives acting within the scope of their employment.

(5.1) Checked baggage carried hereunder will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under carrier's contract of carriage or tariff.

(6) When validated, this ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown herein and for the applicable class of service and is valid for one year from the date of commencement of flight except as otherwise provided in carrier's tariffs or regulations. Each flight coupon will be accepted for carriage on the date and flight for which accommodations have been reserved; when flight coupons are issued on an "open date" basis, accommodations will be reserved upon application subject to availability of space.

(7) Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto, carrier may without notice substitute alternate carriers or aircraft and may alter or omit the stopping places shown on the face of the ticket in case of necessity. Times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of this contract. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

(8) The passenger shall comply with all government travel requirements, present all exit, entry, and other documents required by the law, and arrive at the airport by the time fixed by carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. Carrier is not liable for loss or expense due to passenger's failure to comply with this provision.

(9) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

(10) No action shall lie in the case of damage to baggage, unless the person entitled to delivery complains to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid. Where carriage is not "international carriage" as defined in the Convention, failure to give notice shall not be a bar to suit where claimant proves that (i) it was not reasonably possible for him to give such notice, or (ii) that notice was not given due to fraud on the part of carrier, or (iii) the management of carrier had knowledge of damage to passenger's baggage.

(11) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seated at the time.

**SOLD SUBJECT TO TARIFF REGULATIONS
ISSUED BY SOUTHERN AIRWAYS, INC.**